

UTILITY EASEMENT

\$2,115

FOR AND IN CONSIDERATION of the sum of One Dollar (~~\$1.00~~), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Douglas M. Dygert and wife, Leah J. Dygert, hereinafter referred to as "Grantor", do hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

With regard to any temporary easement, the easement shall expire upon completion of construction. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantee shall, within a reasonable amount of time after completion of construction, restore the subject property to substantially the same or better condition as the property was in at the beginning of construction.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantor has hereunto set his hand and seal, this 11 day of February, 2005.

Douglas M. Dygert
DOUGLAS M. DYGERT

Leah J. Dygert
LEAH J. DYGERT

Witnessed By:

[Signature]

APPROVED AND ACCEPTED by the
City of Olive Branch

By: *Samuel P. Rikard*
SAMUEL P. RIKARD, MAYOR

ATTEST:

Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of February, 2005, within my jurisdiction, Tim Gentry, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Douglas M. Dygert and wife, Leah J. Dygert, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

Witness

Judy C. Herrington
NOTARY PUBLIC

My Commission Expires:

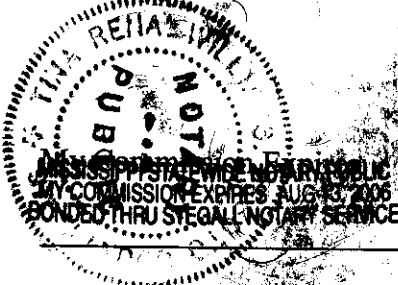
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 17, 2005
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 16th day of March, 2005, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Jina Rena Williams
NOTARY PUBLIC



PREPARED BY AND RETURN TO: James R. Carr, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**DOUGLAS M. DYGERT & wife,
LEAH J. DYGERT
DEED BOOK 447, PAGE 535**

EXHIBIT 1

Being a portion of Lot 57, Section D, Deerfield Subdivision, lying in the Southwest Quarter of Section 35, Township 1 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 40, Pages 20 & 21 in the Chancery Clerk Office of Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT DRAINAGE EASEMENT

Being a portion of land having a description as follows: Commencing at the northwest property corner of subject property, said corner being on the east right-of-way (R.O.W.) line of Nellwood Drive and also being the southwest corner of Lot 59, Section D, Deerfield Subdivision; thence in an easterly direction along the north property line of subject property a distance of 93.18 feet to a point; thence in a southerly direction perpendicular to the property line an approximate distance of 5.00 feet to a point on the existing 5 foot utility easement line along the north property line, said point being the POINT OF BEGINNING; thence in an easterly direction along said easement line an approximate distance of 348.23 feet to a point, said point being the intersection of the existing 10 foot utility easement line along the east property line with the existing 5 foot utility easement line along the north property line; thence in a southerly direction along the existing 5 foot utility easement line along the east property line an approximate distance of 8.10 feet to a point; thence leaving the existing 5 foot utility easement along the east property line in a westerly direction an approximate distance of 232.57 feet to a point; thence in a westerly direction an approximate distance of 115.15 feet to the POINT OF BEGINNING and containing 2,290 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 5-foot wide strip of land lying parallel and adjacent to the south side of the above described permanent utility easement along with a triangular portion of land located at the intersection of the existing 10 foot utility easement line along the west property line with the existing 5 foot utility easement line along the north property line; thence easterly along the easement line along the north property line an approximate distance of 6.08 feet to a point; thence leaving the existing 5 foot utility easement along the north property line in a southwesterly direction an approximate distance of 6.14 feet to a point on the existing 10 foot utility easement line along the west property line; thence in a northerly direction along said easement line with a curve to the left having a radius of 2265.81 feet (Chord Bearing = N 07°02'13"W, Chord Distance = 1.04') with an approximate arc length of 1.04 feet to the POINT OF BEGINNING and containing a combined area of 1,926 square feet, more or less.

